#### PETITION TO SAN FRANCISCO ARTS COMMISSION

Re: Layla by Joe Mangrum, commissioned by Public Art Program for MUNI, 2001

July 8, 2021

#### Dear Commissioners:

I am writing on behalf of the C.G. Jung Institute of San Francisco, a California educational nonprofit that is renovating the building at 2610 Mission to be its new home. Twenty-four years ago, the City commissioned a terrazzo mosaic by artist Joe Mangum for installation in the sidewalk in front of the building. To carry out City-mandated electrical and fire sprinkler utility upgrades, the Institute must, unfortunately, tear up the sidewalk where the central image of Mr. Mangrum's piece is located.

The Institute is petitioning the San Francisco Arts Commission to approve on July 12, 2021 the draft motion that Lauren Curry has recently shared with us which allows Mr. Mangrum to extract *Layla's* central mosaic at his own expense, permits the Institute with Mr. Mangrum's participation to restore a new version of *Layla* to the sidewalk after its utility work is completed, and agrees that the Arts Commission will pay Mr. Mangrum a fee of \$5,000 for his participation in the restoration.

#### **Background**

According to City records, the building at 2610 Mission St. is about 100 years old. The property is on the west side of Mission St., adjacent to Skechers shoe outlet, between 22<sup>nd</sup> St and 23<sup>rd</sup> St. For most of its life, it was a National Dollar Store, which is why it has a large dollar sign in a green terrazzo medallion in the sidewalk in front of the building. More recently, it was Anna's Linens, and then was unoccupied for several years before the Institute bought the building.

The Jung Institute is renovating the building to move in as the sole occupant. The Institute provides advanced training for psychotherapists, unhurried, in-depth, psychotherapy services for the public on a sliding-scale basis, and educational programs about depth psychology for the public. The Institute also offers a depth psychology research library and an image archive for research in archetypal symbolism. Members of the public can access the library and image archive for an annual membership fee of \$80 which also provides free or discounted admission to many of the Institute's public education programs.

I am serving as the Institute's relocation consultant. My background is in nonprofit management and fundraising. I have been involved as a volunteer at the Institute for more than 30 years and have served on its Board of Governors.

#### Utility infrastructure work under the sidewalk

To bring this old building shell at 2610 Mission into compliance with today's building code, including making it ADA compliant through the installation of an elevator, necessitates major

upgrades in utilities. The Institute must install a fire sprinkler system, enhanced domestic water service, and a completely new electrical system, including the installation of a large transformer vault in the building's basement that is in the public right-of-way under the sidewalk. This transformer will serve not only the Institute's building but also other new electrical users who will come into the neighborhood in the years ahead. To install these upgraded utilities, the Institute must remove the sidewalk in the bus bulb where the most intricate part of *Layla*, is located.

Mr. Mangrum's piece stretches all the way across the 40' of sidewalk frontage of 2610 Mission and continues into the sidewalk in front of 2620 Mission. The piece is 6 feet deep and about 52 feet long. The artistic core of the piece is an abstract mosaic image that is framed in a rectangle measuring 6' X 13'. The artist has said that this image represents the feminine principle. (Mr. Mangrum's companion piece across the street, *Swingdaddy*, features an abstract image representative of the masculine principle.) On either side of this rectangle, there are a series of black stripes in the sidewalk (12 in all), each of which is either 1' X 6' or 2' X 6'. Mr. Mangrum has said that these are meant to recall a barcode. (See Photos 1 – 4: *Layla* When New, *Layla* from 2620 Mission, *Layla* Central Image, *Layla* from 2600 Mission)

Unfortunately, the mosaic is located just where the two water lines will enter the building and where the Public Utilities Commission plans to place a meter box in the sidewalk. The mosaic image is also located in a part of the sidewalk that must be torn up and trenched for the electrical conduits to connect from the building to PG&E's power source located in front of 2630 Mission.

Because of safety requirements that govern the minimum distance that must be maintained between different utility lines and regulations from PG&E concerning the location of the transformer and how sharply its conduits are allowed to turn, it is not possible to configure the utility connections in a way that would leave Mr. Mangrum's image undisturbed. We attach PG&E's trenching plan (Attachment 1) and also the civil engineer's drawing (Attachment 2) that show where the water connections and new water meter will be placed in order to meet PG&E Green Book standards. We have indicated on both drawings the outline of Mr. Mangrum's art. You will see a rectangle located on the sidewalk at the edge of Mission St. and straddling the property line dividing the Institute's building from its neighbor to the south. Within the rectangle, you will see an oval that represents the terrazzo mosaic that is the most intricate part of the work.

#### Institute's willingness to underwrite restoration of public art in this block

Wanting to be a good neighbor, the Institute prefers not to be responsible for the removal of any public art in the neighborhood, even though we think that the façade of our building, designed by Amy Trachtenberg, (see rendering, Attachment 3) will beautify the street. Mission Street needs art. To have art like Mr. Mangrum's in the sidewalk helps to feed the soul and lift the spirits of passersby. The Institute is voluntarily agreeing to restore *Layla* in a slightly revised format that Mr. Mangrum has approved.

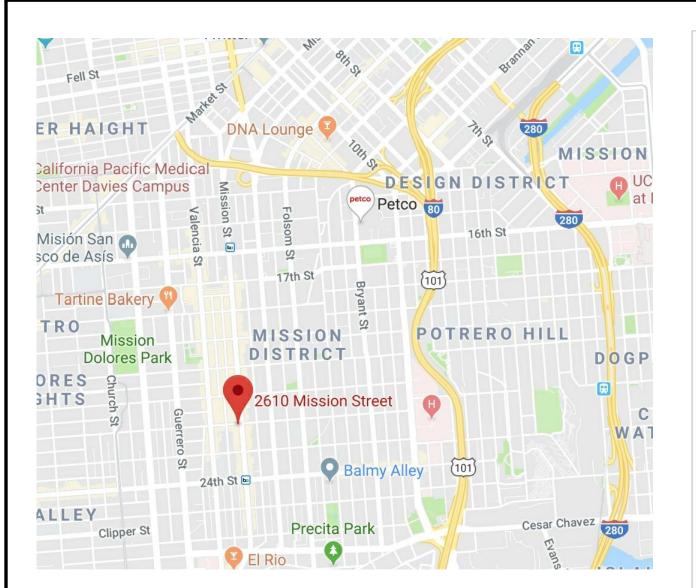
#### Negotiated agreement between artist and Institute

The Institute's efforts to preserve or replicate *Layla* began on May 13 when we reached out to both Mr. Mangrum (now living in New York) and Susan Pontious by email. Mr. Mangrum put me in touch with Eddie Lourenco of Associated Terrazzo, the contractor who originally installed the art. I arranged a site meeting on May 27 with Mr. Lourenco, Jennifer Crane and Tara Peterson from the Arts Commission, representatives of our architectural firm and the general contractor, Oliver & Co. Since then, there have been almost daily communications and numerous virtual meetings between the parties, which have led to the Memorandum of Understanding between Mr. Mangrum and the Institute (Attachment 4). This agreement forms the basis for the draft motion that Lauren Curry has shared with us, and that the Arts Commission will be asked to approve on July 12.

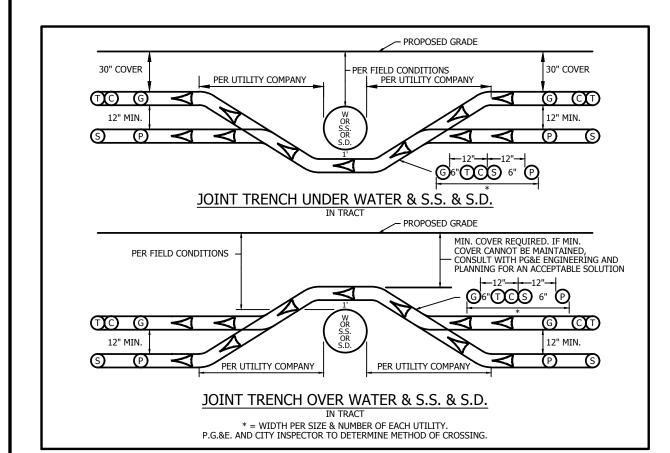
We are grateful for the help we have received from the Arts Commission's staff and its attorney in reaching this agreement. We thank the Commission for its work to benefit San Francisco.

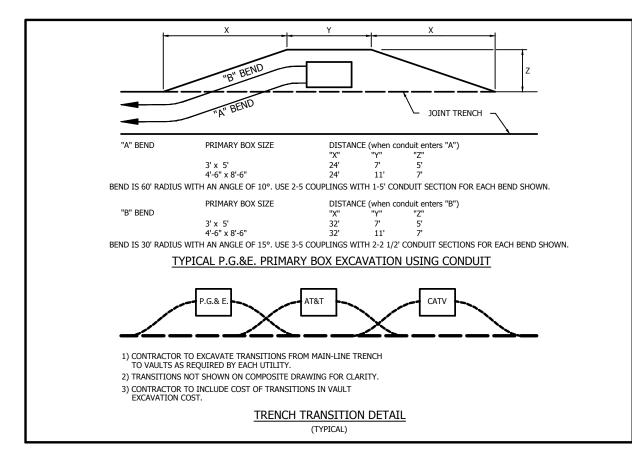
Sincerely,

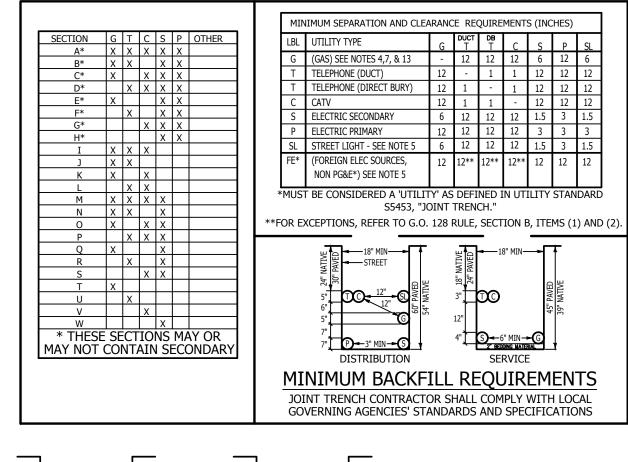
Adam Frey For the C.G. Jung Institute of San Francisco

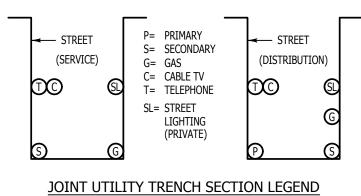


## VICINITY MAP - NOT TO SCALE





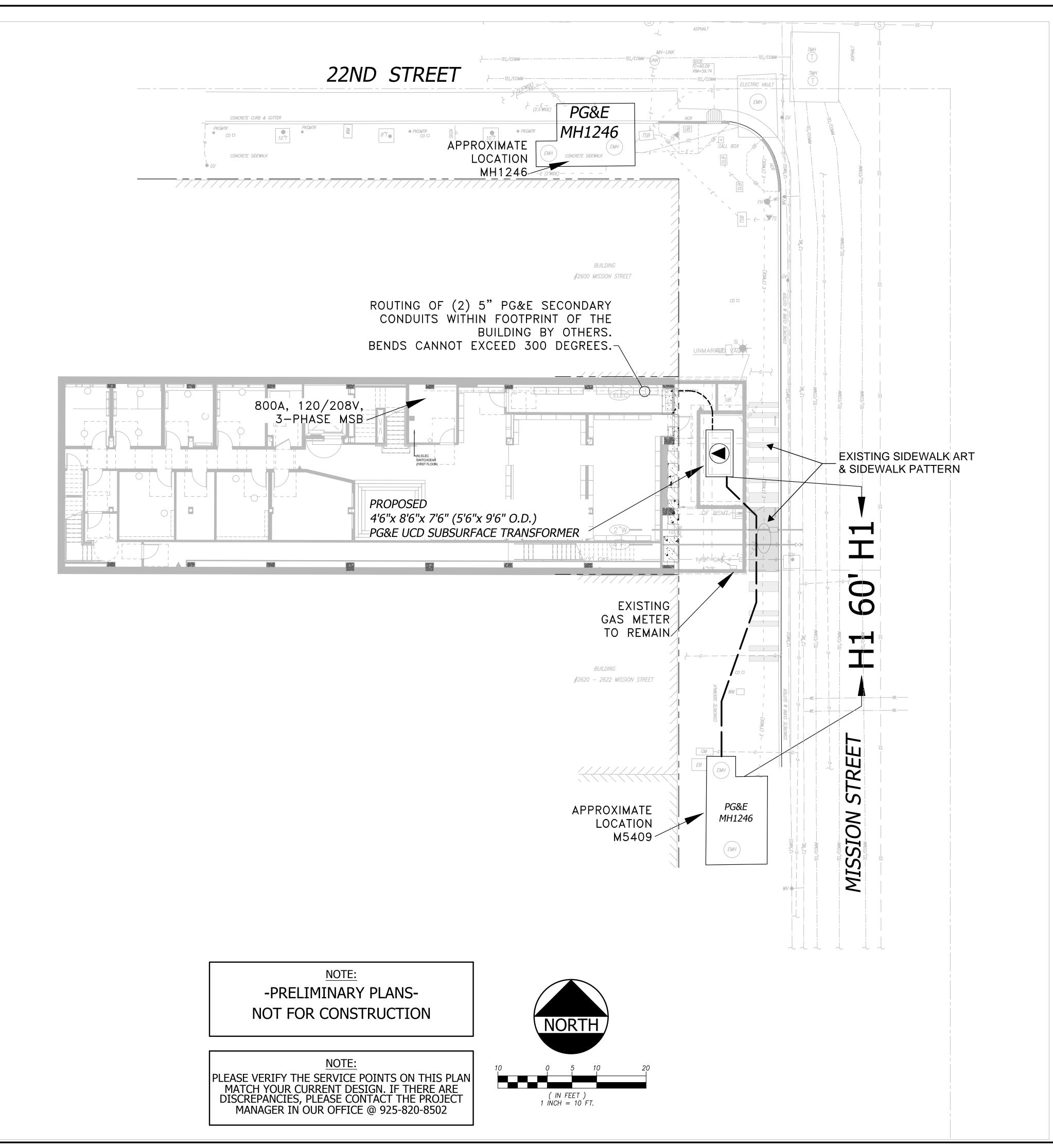




NOTE:
TRENCH SECTIONS SHOW
UTILITY OCCUPANCY ONLY.
SIZE AND QUANTITY OF
CONDUITS NOT SHOWN.

SECTION 'H1' 60 LF

Attachment 1



JOINT TRENCH INTENT

CARL JUNG INSTITUTE

2610 MISSION STREET

N FRANCISCO

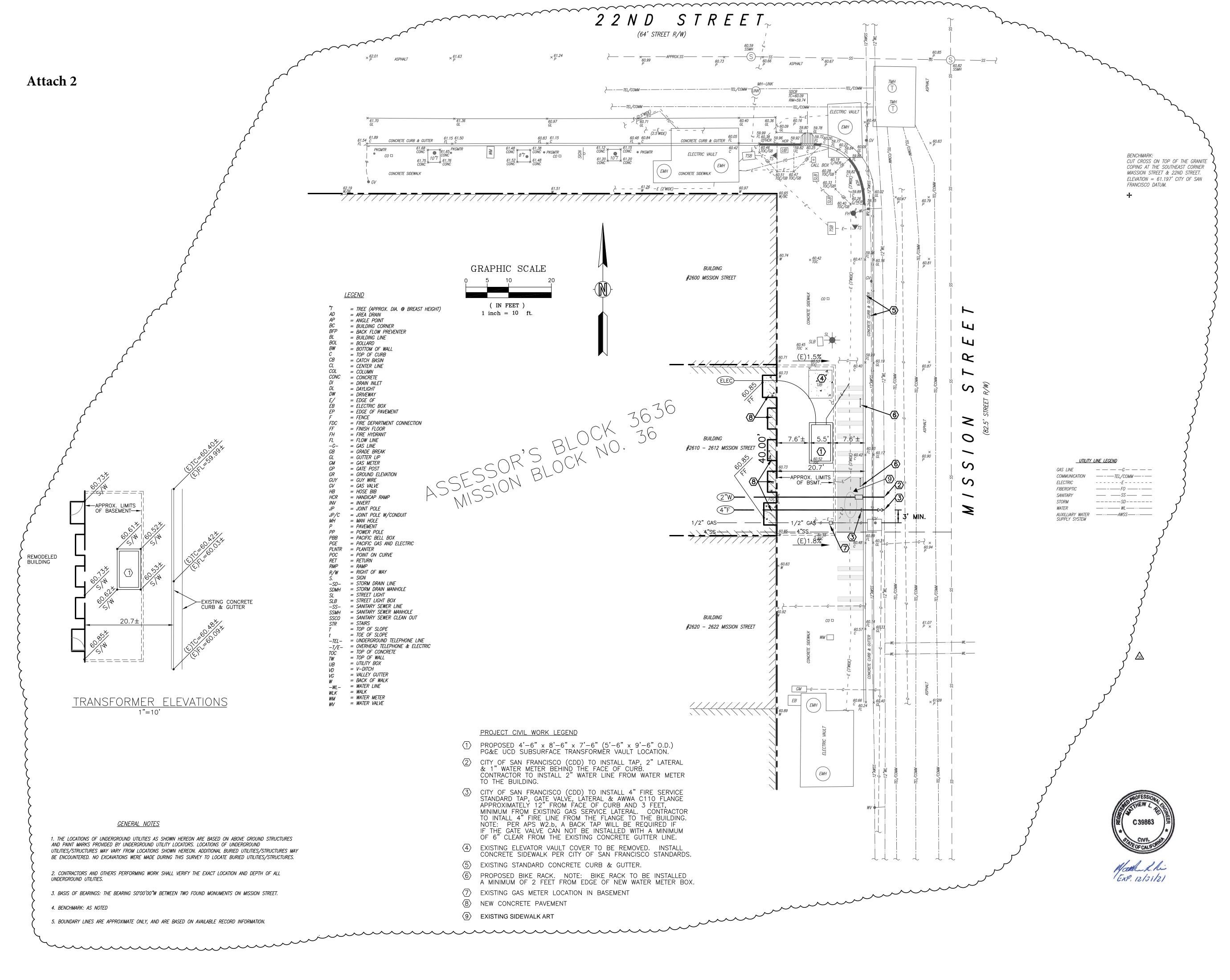
SHEET NO.

INT1

SHEET 1 OF

REVISION NUMBER:

PLOT DATE: 05-20-2



2421 Fourth Street
Berkeley, California 94710
510.649.1414
www.TrachtenbergArch.com

Consultants:

KISTER, SAVIO & REI 825 SAN PABLO, CA PINOLE, CA 94564

# CARL JUNG INSTITUTE

2610 MISSION STREET APN: SAN FRANCISCO, CA 94110

<u></u>	REVISION	
	3/22/19	PLANNING DEPARTMENT ISSUE
	7/5/19	BUILDING DEPARTMENT REVIEW
	8/7/19	VAULT ENCROACHMENT PERMIT
	9/19/19	TRANSFORMER VAULT REVISION
	10/30/19	ISSUED FOR BID
<u></u>	3/06/20	PG&E REVISIONS
<u> </u>	4/17/20	ASI No. 1 - PG&E Revisions
<u>1</u>	8/06/20	ENCROACHMENT PERMIT R2
22	10/22/20	ENCROACHMENT PERMIT RESPONSE
31	1/7/21	ENCROACHMENT PERMIT REVISIONS
36	3/09/21	MISCELLANEOUS REVISIONS

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF TRACHTENBERG ARCHITECTS.

JOB: 1814 DRAWN BY: MLR

SCALE: 1"=10' PHASE: CD

SHEET:

CIVIL SITE PLAN



#### Attachment 4: MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of July 8, 2021 between Joe Mangrum ("Artist") and the C.G. Jung Institute of San Francisco ("Jung"). It is intended to be presented to the San Francisco Arts Commission ("SFAC") in connection with its discussion of the disposition of Layla. This MOU is made with respect to the following facts:

#### **RECITALS:**

- A. Artist created a work of art entitled "Layla," in the form of a terrazzo piece on the City sidewalk in front of the building located at 2610 Mission Street (the "Building") and the neighboring property at 2620 Mission. Layla is owned by the City and County of San Francisco (the "City"), and Layla is part of the City's Civic Art Collection. Layla is comprised of a central figure and bar codes on each side of the central figure. Exhibit A.
- B. Jung bought the Building. Jung's development plans require that certain utilities be supplied to the building, which plans require removal, if possible, or destruction (if removal is not possible) of the central figure in Layla.
- C. Artist desires that the central figure of Layla be saved, if possible, by removing it ("Removal").
- D. Both Jung and the Artist desire that Layla be re-created in front of the Building in a location free of the utility improvements ("Re-creation").
- E. SFAC is scheduled to discuss the Removal and Re-Creation of Layla at its July 12, 2021 meeting, and Artist and Jung desire that the SFAC approve the objectives set forth in this MOU.

IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

#### 1. Removal.

a. Artist will, at his sole cost and expense, and at his own risk, be responsible for Removal, after which the central figure shall become his own property, subject to SFAC agreement to deaccession Layla's central figure to Artist. Artist will use his best efforts to enter into a contract with a licensed contractor for such Removal and to get permits for such Removal as soon as possible. Artist shall have the right to be present during the Removal, but shall not perform any of the Removal services, which shall solely be performed by Artist's contactor. It is understood and agreed that in the course of Removal by Artist's contractor Layla may be destroyed, and such destruction is at the Artist's own risk, with no recourse to Jung or the City.

- b. Jung will use best efforts to cooperate with Artist in his efforts to remove Layla, including communicating or facilitating communications among the Artist, Artist's contractor, Jung's general contractor, Oliver & Co. ("General Contractor"), and the SFPUC to allow the Removal to proceed as soon as possible, subject to SFAC approval. In particular, Jung will make best efforts to get approval for the Removal to take place under the SFPUC's or its General Contractor's existing work permit, which will allow the Removal to take place as soon as possible after and if the SFAC approves it.
- c. It is understood and agreed between the parties that Jung and its contractors are not directly involved in the Removal, and that any liabilities, costs, and other expenses arising out of the removal are solely the responsibility of Artist. Provided, however, that Jung will relocate the wooden construction barrier in front of its building in order to facilitate Artist's contractor's providing a pedestrian path during the Removal. After the Removal of Layla, Artist's contactor shall install asphalt or concrete patching and covering adequate for pedestrian passage until Layla is re-created. Artist's contractor shall cause Jung, its General Contractor, and the City to be named as additional insureds on Artist contractor's general liability policy.
- d. Jung has already told the SFPUC that it is not possible for them to start their utility work until after July 12 and has agreed to contact the SFPUC sometime on July 13 to verify when the SFPUC may proceed with the work, as soon as they are able to schedule it after SFAC approval and after Artist removes Layla's central figure.

#### e. In the event that either:

- i. Artist receives permission and a permit from SFPUC or Jung's General Contractor to start work under either's permit (the "Go Ahead Date"), but Artist's contractor cannot remove Layla within ten (10) days of the Start Date; or
- ii. Within one month after SFAC approves this process, and despite Artist's and Jung's best efforts to secure a permit and set a Go Ahead Date, no permit can be secured and no Go Ahead Date can be set; then

Subject to the terms and conditions of this MOU, Artist waives the 90-day period within which he has the right to remove his artwork at his expense, and Jung shall have the right to destroy Layla as part of its development; on the condition, however, that Jung and Artist will Re-create Layla as described in paragraph 2, below.

f. Jung shall not pay for any expenses related to the Removal, all of which shall be borne solely by Artist.

#### 2. Re-creation.

a. Subject to SFAC approval and after Removal or destruction of Layla's existing central figure pursuant to the terms of this MOU, Layla will be Re-created on the sidewalk in substantially the same configuration as depicted on the drawing

- attached here as Exhibit "B." In general, the central figure of Layla will be reduced from 13 linear feet to 9 linear feet, and it shall be moved north on the sidewalk. In addition, 5 new black bars will be added, making a new "bar code" for the Re-Created Layla, with the working title of "Layla 2".
- b. Through its General Contractor, Jung will pay \$29,590 to Associated Terrazzo for the re-creation of Layla, in accordance with the bid attached as Exhibit "C." Terms for this payment, and the contractual relationship and other terms between Associated Terrazzo and Jung and Oliver & Co., shall be worked out among those entities at a later date.
- c. Jung's payment is a flat fee; Jung will not be responsible for any change orders or other charges arising from any circumstance, know, anticipated, or unknown and unanticipated.
- d. Artist will participate in the Re-creation ("Artist Services") and, subject to SFAC approval and Artist's entry into a Vendor Services Agreement with the City, Artist will be paid by the City, capped sum of \$5000 for such Artist Services.
- e. It is acknowledged by the parties that the Re-creation is subject to certain time requirements set by various public agencies and entities. For example, the recreation must follow Jung's obtaining an encroachment permit; SF MUNI's approval of Jung's traffic control plan; and PG&E's installation of a transformer under the sidewalk.
- f. The Re-created artwork will be owned by the City as part of the City's Civic Art Collection.
- g. Jung is not responsible for repairing any damage that may occur to Layla, either during the re-creation or following, except damage cause by the negligent or intentional acts of Jung, its contractors, or any others acting on its behalf.

#### 3. General Provisions.

- a. This MOU supersedes any and all prior agreements relating to this subject matter whether written or oral and may be amended only by a later dated separate writing signed by both parties.
- b. No waiver or amendment, including those made by custom, usage of trade, course of dealing, or failure of either party to exercise any right provided for herein, will be effective unless in writing and shall not be deemed a waiver of any other breach or right hereunder.
- c. This MOU shall be construed using the intellectual property laws of the United States, and the laws of the State of California, except as they apply to conflicts of law. The Parties consent to the jurisdiction of any federal or state court within San Francisco, California.
- d. The language in all parts of this MOU shall be construed as a whole in accordance with its fair meaning, not for or against any party, and without regard to any statutes

which provide for the language of an agreement to be construed against the drafter. If any provision of this MOU is determined to be invalid or unenforceable, this MOU shall remain in effect, and the offending provision shall be modified to the extent required to make the provision valid or enforceable, or if that is not possible, then that provision shall be stricken and all other provisions shall remain in effect.

- e. This MOU and any and all of its Schedules are **personal to Jung and may not be assigned or transferred** to any other person, firm, corporation, or entity without Artist's prior written consent; otherwise, this MOU shall bind and be for the benefit of the Parties and their heirs, fiduciaries, successors and permitted assigns.
- f. Correspondence will be to the Parties at the addresses below or to such other places that the Parties designate from time to time in writing.

TO JUNG:	TO MANGRUM
Steve Hargis-Bullen	
2040 Gough St.	Joe Mangrum
San Francisco, CA 94109	154 Henry Street
	Kingston, NY 12401
With a Copy to its Counsel:	With a Copy to its Counsel:
	Brooke Oliver, Of Counsel
Steven Rood	Procopio, Cory, Hargreaves & Savitch LLP
2705 Webster Street #5173	1117 S. California Ave., Suite 200
Berkeley, CA 94705	Palo Alto, CA 94304

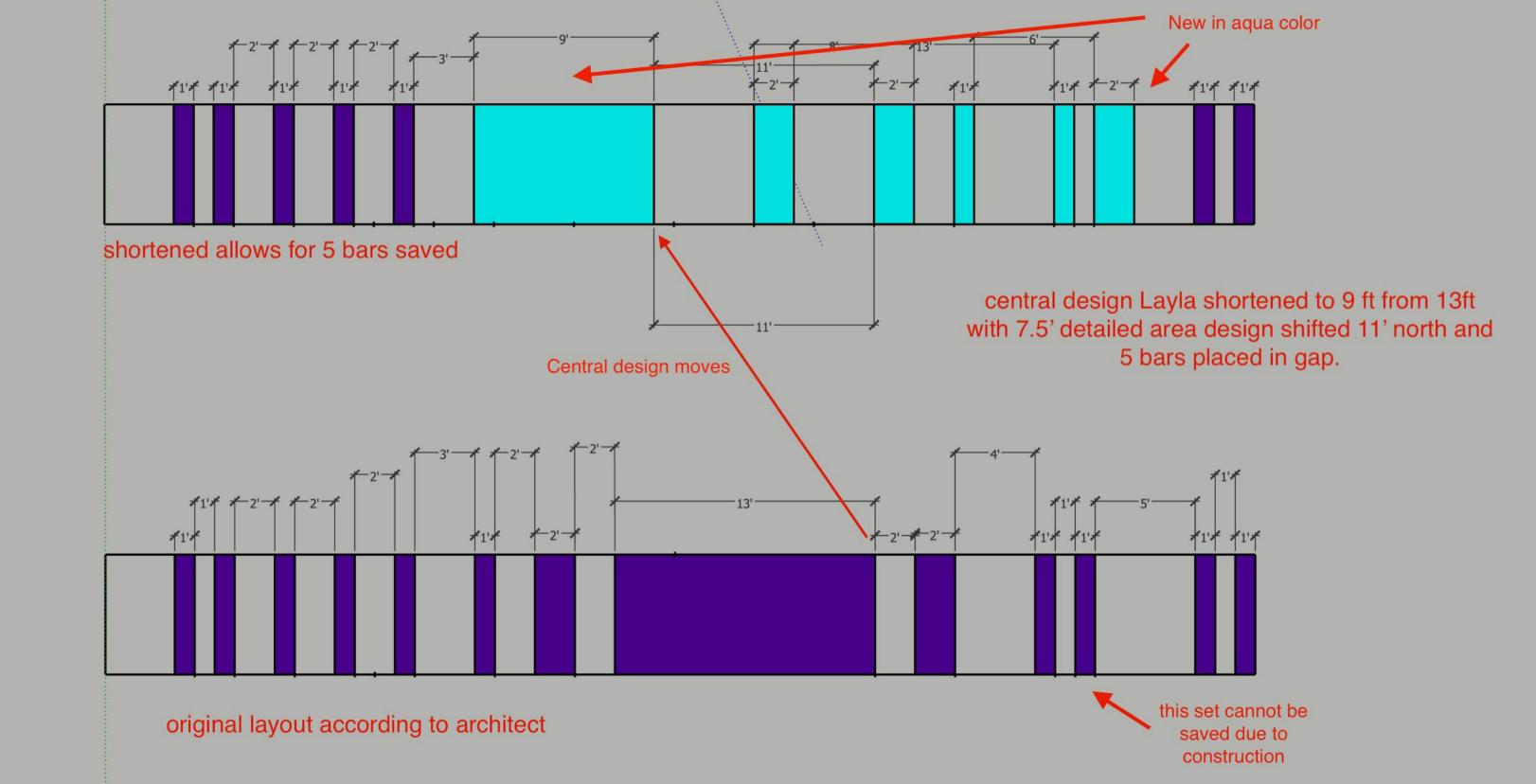
- g. Paragraph headings used herein are for convenience only and shall not affect the interpretation nor be deemed to be a part of this MOU.
- h. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this MOU.
- i. Each person signing this MOU represents and warrants that s/he has the authority to sign it and to bind any company on whose behalf s/he purports to sign. This MOU may be signed in counterparts, which together shall constitute one contract. A fax, photocopy, ".pdf", DocuSign, or other digital file reproduction of an original signature shall be construed to be as valid as if such signature were an original.

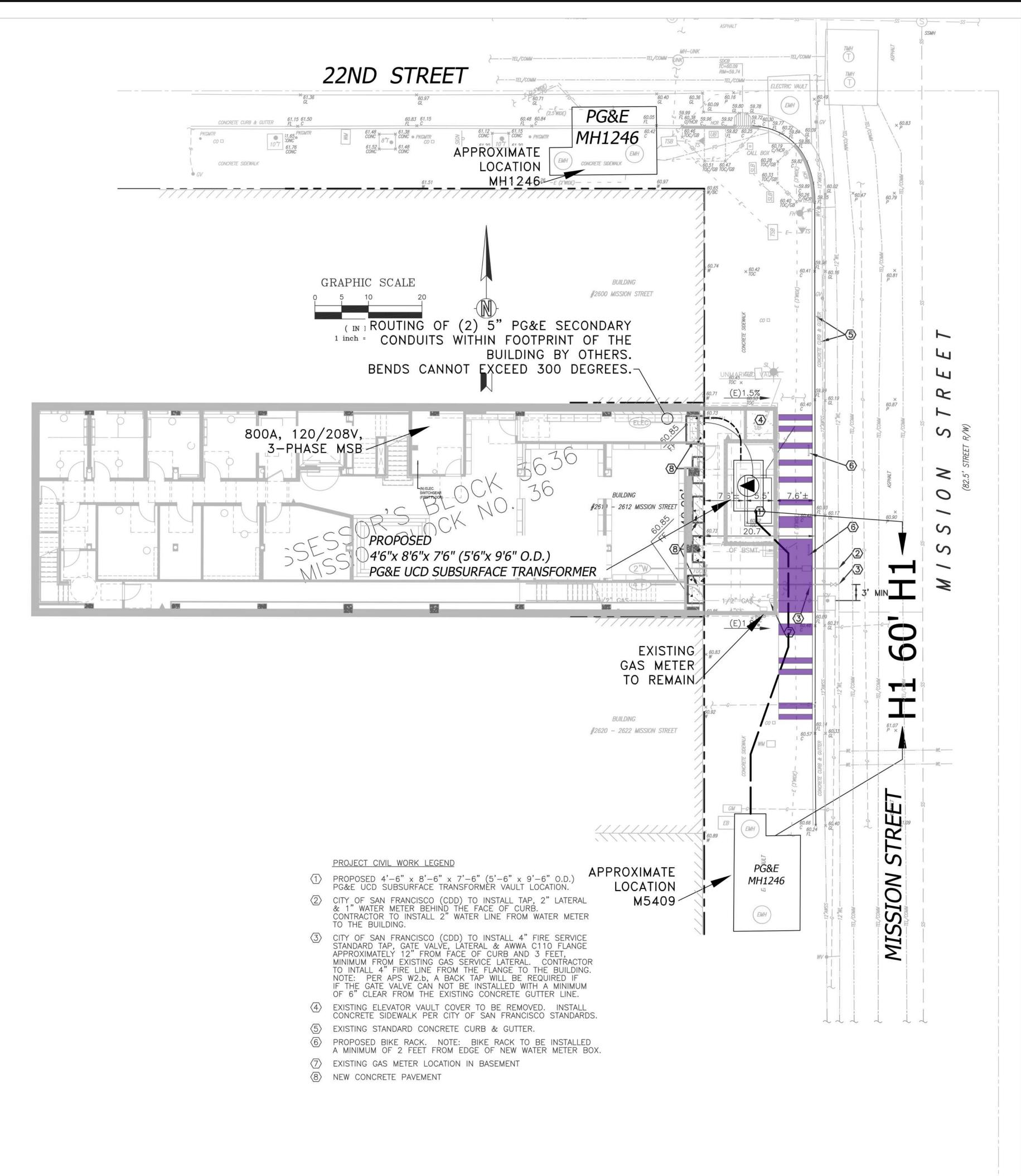
**IN WITNESS WHEREOF,** and intending to be legally bound, the Parties understand, agree to, and have executed this MOU, on the dates below.

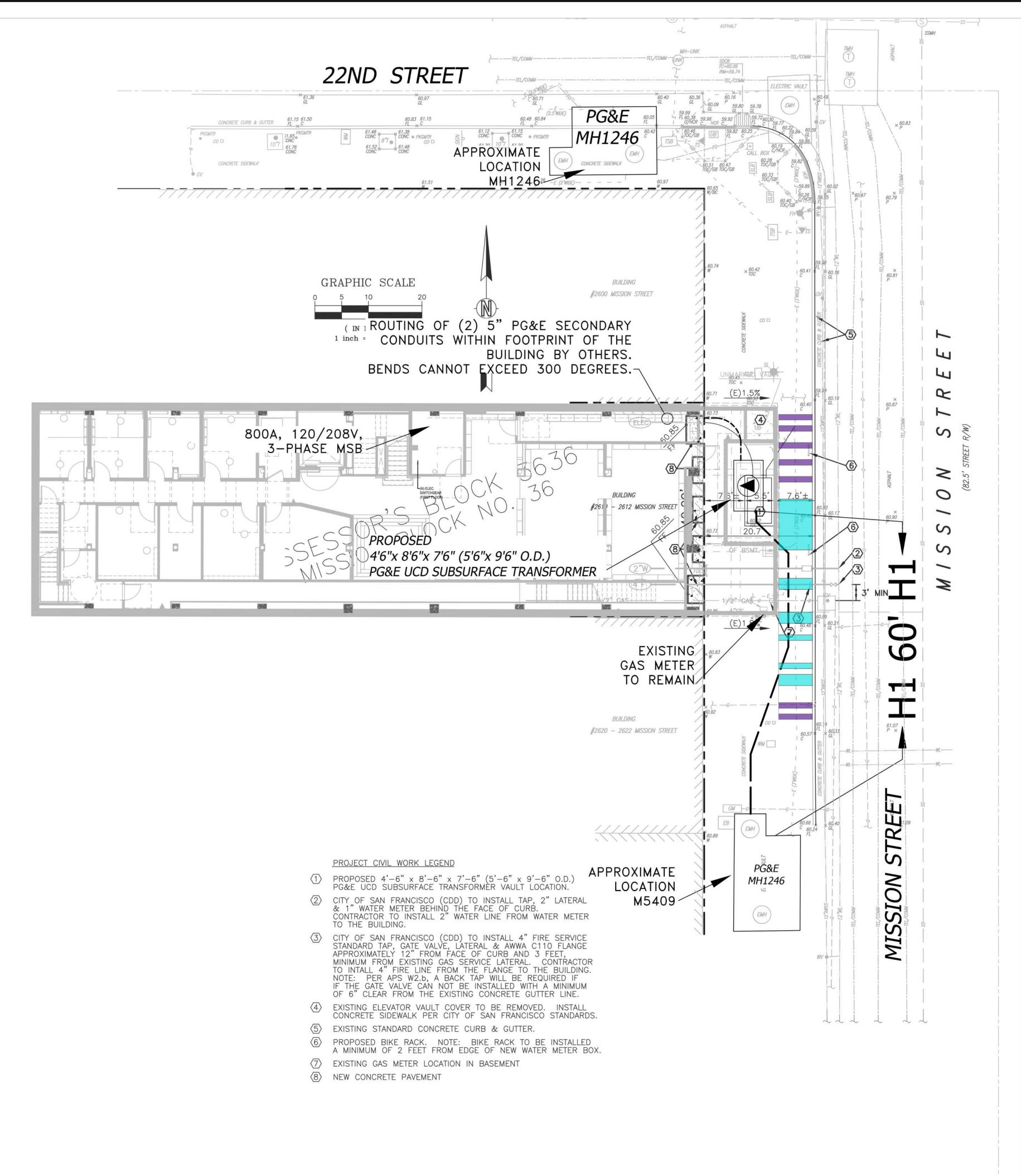
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FOR JOE MANGRUM, an Individual

FOR C.G. JUNG INSTITUTE OF SAN







# <u>BID – TERRAZZO</u>

## **PROJECT: 2610 Mission Sidewalk Terrazzo**

Bid Date & Time: June 24, 2021

Estimator: Logan Kelley Contractor's License No: 359329

Business Tax No: 94-2458894 DIR Registration Number: 1000059156

**Minority Status:** 

Micro - LBE (San Francisco Cert. No: HRC081010673)

SBE (State of California Cert. No: 22403)

MBE (Cal Trans – CT28110)

Payment & Performance Bond Costs are **not** included in price below.

Union Affiliated: Yes – BAC Local 3

National Terrazzo and Mosaic Association Member Western State Terrazzo Association Member

#### **SCOPE OF WORK:**

FURNISH AND INSTALL SHORTER RECTANGULAR RUSTIC TERRAZZO WITH ABSTRACT ART PIECE TO CLOSELY MATCH EXISTING (REDUCED FROM 13' DOWN TO 9'). TOTAL TERRAZZO THICK IS 2-3" DEEP OVER CONCRETE SUBSLAB BY OTHER. INCLUDES TWO 12" WIDE BLACK STRIPES AND THREE 24" WIDE BLACK STRIPES.

**EXCLUSIONS:** Overtime, demo of existing, protection from vandalism during installation, dust containment, caulking, power and water.

**NOTES:** WORK TO BE DONE IN 1 PHASE (more phases will increase cost). Slab to be recessed min. 2" (3" preferred). Slabs recessed beyond 3" will increase cost.

## **RECTAGULAR ABSTRACT \$29,590**